

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Richmond Division**

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<b>In re:</b>	:	<b>Chapter 11</b>
	:	
<b>CIRCUIT CITY STORES, INC., <u>et al.</u>,</b>	:	<b>Case No. 08-35653-KRH</b>
	:	
	:	<b>Jointly Administered</b>
<b>Debtors.</b>	:	
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**RESPONSE OF ROBYN N. DAVIS TO THE  
LIQUIDATING TRUST’S NINETEENTH OMNIBUS OBJECTION TO CERTAIN  
EMPLOYEE PRIORITY CLAIMS: NO LIABILITY; NOT ENTITLED TO PRIORITY;  
ALLOW UP TO THE STATUTORY CAP; AND RECLASSIFY AS APPLICABLE**

Robyn N. Davis (“Davis”), hereby responds to the Liquidating Trust’s Nineteenth Omnibus Objection to Certain Employee Priority Claims: no liability; not entitled to priority; allowed up to the statutory cap; and reclassify as applicable (the “Nineteenth Omnibus Objection”) (at docket no. 10071), as follows:

**A. Claim 1756**

1. Davis prepared and filed a proof of claim for wage claims that was numbered 1756 (“Claim 1756”), which claim seeks payment \$3,264.24 in general unsecured amounts and \$10,950 in priority amounts pursuant to 11 U.S.C. § 507(a)(4). Claim 1756 was filed timely by Davis on December 17, 2008.

2. Exhibit I to the Nineteenth Omnibus Objection states that the Trust seeks to reclassify the priority portion of Davis’s claim as a general unsecured claim. The Trust is basing

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this proposed treatment on its assertion that the amounts claimed are “the remaining amounts due under an EEOC settlement agreement signed 8/13/2008 [(the “Settlement Agreement”)]. Claimant was relieved of her job responsibilities as of 8/7/08 and had been paid wages up through that date. The additional amounts due under the [S]ettlement [A]greement, thus, do not constitute wages earned during the priority period and are not entitled to priority status.”

3. Davis disputes this interpretation of her Settlement Agreement with the Debtors.<sup>1</sup> As a result she also disputes the proposed treatment of her claim pursuant to the Nineteenth Omnibus Objection. She demands a hearing on the Trust’s objection to Claim 1756.

WHEREFORE, Davis respectfully requests that the Court enter an order scheduling a hearing on the Nineteenth Omnibus Objection’s proposed treatment of Claim 1756; allowing Davis’s Claim 1756 as requested herein; overruling the objection; and for such other and further relief as the Court may deem proper and just under the circumstances.

Dated: April 7, 2011

**CHRISTIAN & BARTON, LLP**

/s/ Jennifer M. McLemore

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<sup>1</sup> The Settlement Agreement at issue contains a confidentiality provision, so it is not attached to this pleading. Further, Davis believes that the Trust may already have a copy of this Settlement Agreement.

**CERTIFICATE OF SERVICE**

I, Jennifer M. McLemore, hereby certify that on the 7<sup>th</sup> day of April 2011, a true and correct copy of the foregoing Response has been served electronically using the ECF system on all registered users of the CM/ECF system who have filed notices of appearance in this matter.

/s/ Jennifer M. McLemore

Jennifer M. McLemore

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